

REQUEST FOR PROPOSALS (RFP) NO. 05-007

TO PROVIDE
COLLECTION SERVICES
FOR THE
UNIVERSITY OF HAWAI'I
HONOLULU, HAWAI'I

AUGUST, 2004

BOARD OF REGENTS
UNIVERSITY OF HAWAI'I
HONOLULU, HAWAI'I

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NOTICE TO OFFERORS

PROPOSAL FORMS for Request for Proposal (RFP) No. 05-007, Collection Services for the University of Hawaii, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAI'I, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAI'I 96822, (an unofficial copy of the RFP is available on the Internet at <http://www2.state.hi.us/bidapps/showbids.cfm>) no later than 2:30 p.m., August 31, 2004. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawai'i, USA, may request an official copy of the RFP to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

David McClain
Acting President, University of Hawai'i

Advertised: Honolulu Star-Bulletin

Issue of: August 2, 2004

NOTICE TO OFFERORS

OPRPM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawai'i to solicit proposals from offerors who wish to be considered to Provide Collection Services for the University of Hawaii, Honolulu, Hawaii.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawaii Revised Statutes, Chapter 304-4(d). All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides offerors with a general description of the tasks to be performed, delineates University and Contractor responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement and Real Property Management.

RFP Advertised and Issued	<u>August 2, 2004</u>
Closing Date for Submission of Questions	<u>August 13, 2004</u>
University Response to Offeror's Questions	<u>August 19, 2004</u>
Closing Date for Receipt of Proposals	<u>August 31, 2004</u>
Proposal Review Period	<u>September 1 - 10, 2004</u>
Contractor Selection and Award	<u>September 17, 2004</u>
Contract Start Date	<u>October 1, 2004</u> (Tentative)

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is 4:30 p.m., H.S.T. on **August 13, 2004**.

Offerors may call the Technical Representative, Paul Kikuchi, Director of General Accounting and Loan Collection at (808) 956-2279 for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original plus TEN (10) copies of the proposal. Proposals shall be received by the Office of Procurement and Real Property Management, University of Hawaii, no later than 2:30 p.m. H.S.T. on **August 31, 2004**.

Proposals shall be mailed or delivered to:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
RFP No. 05-007, Provide Collection Services for the
University of Hawai'i, Honolulu, Hawai'i
(Name of Offeror)

1.7 COSTS FOR PROSAL PREPARATION

Any costs incurred by offerors in preparing or submitting a proposal shall be the offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

The offerer is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawaii. The Procurement Officer responsible for overseeing the contract is Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Paul Kikuchi, Director
Telephone: (808) 956-2279
Facsimile: (808) 956-9059

General Accounting and Loan Collections
University of Hawai'i
1404 Lower Campus Road
Honolulu, Hawai'i 96822

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Bruce Isaacs, Procurement Specialist
Office of Procurement and Real Property Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822
Telephone: (808) 956-8634
Facsimile: (808) 956-2093

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 GENERAL DESCRIPTION OF SERVICE

Contractor shall provide collection services for the various system-wide offices (excluding Student Loans Department) of the University of Hawai'i's delinquent receivables. These offices include but are not limited to: Cashier's Office, Outreach College, University of Hawaii Press, Student Housing Services, University Bookstores, Community Colleges, the University of Hawaii at Hilo, University of Hawaii at Manoa Intercollegiate Athletics, Library Services, University of Hawaii at Manoa Parking Office, and the Waikiki Aquarium. The types of collections may include but are not limited to collections from individuals for delinquent tuition payments, delinquent housing payments, bounced checks, salary overpayments, library fines, parking fines, etc., and collections from companies (foreign, U.S., non-profit foundations).

If the University currently has existing collection contracts in place for certain individual University departments, the University will continue to utilize such contracts until the contract term has ended.

All services shall be performed in accordance with applicable Federal, State, and University rules and regulations. Contractor shall possess the required permits and/or licenses to perform the collection services specified herein in all fifty states, if applicable. (Proof of permits and/or licenses will be required prior to award.)

Contractor shall provide the services described herein for accounts assigned solely at the discretion of the University.

2.2 STATEMENT OF WORK (TECHNICAL SPECIFICATIONS)

2.2.1 Contractor's accounting and reporting system shall be a fully integrated computer system which has the capability to:

- A. Store data for reports to be generated.
- B. Record all account transactions.
- C. Record all collection activity performed on the account.
- D. Record adjusting entries with reference to the original transaction date.
- E. Update daily interest and collection costs.

2.2.2 Contractor shall accept for placement and collection, totals of \$25.00 or more per debtor.

- 2.2.3 Contractor shall pay all costs directly or indirectly related to the assignment of accounts for its services.
- 2.2.4 Contractor shall have TWELVE (12) months from the date of assignment to bring an account into regular repayment status. If after TWELVE (12) months an account is not in regular repayment status, the University may demand the immediate cancellation and return of such accounts.
- 2.2.5 As an integral part of its services, Contractor, at no extra cost, shall initiate legal action on debtor, including litigation, where it is unable to otherwise collect. Contractor shall use the outstanding account balance provided by the University. If there appears to be a discrepancy in the amounts between Contractor and University, Contractor shall notify the University prior to filing the complaint and shall assist the University in reconciling any differences.

Contractor shall initiate legal action only where:

- A. University has given written authorization on a form approved by the University. University reserves the right to decline the legal services by the Contractor and pursue other alternatives.
- B. Contractor has pursued all other avenues of collection without success.
- C. Total outstanding account balance is more than \$200.00.
- D. Debtor can be located and served with process.
- E. Debtor has sufficient assets attachable under State law to satisfy a major portion of the outstanding amount or has income from wages or salary which may be garnished under State law to satisfy a major portion of the loan over a reasonable period of time.
- F. Debtor does not have a defense that will bar judgment for the University.
- G. The expected cost of litigation, including attorney's fees, does not exceed the amount that can be recovered from the debtor.

Contractor's erroneous amounts or irreconcilable differences which result in shortages or underpaid accounts shall be the responsibility of Contractor. Contractor shall also be responsible for accrued interest due to erroneous amounts or irreconcilable differences.

Where Contractor has obtained a judgment on a debtor in the name of Contractor, Contractor through its attorney shall timely file all the necessary court papers to transfer title of judgment into the name of the University, upon the cancellation and return of the account to the University.

2.2.6 University reserves the right to recall assigned account for any of the following reasons:

- A. Debtor assigned in error.
- B. Debtor filed bankruptcy.
- C. Failure of Contractor to provide information necessary to reconcile disputed amounts.
- D. Where there may be University liability.
- E. Where the University in good faith determines that it is necessary for the account to be canceled and returned.

Contractor shall notify the University of any assigned account not in regular repayment status after TWELVE (12) months, and the University shall advise the Contractor as to the action to be taken on the account.

Payments on invoices shall be reduced by any direct or indirect costs incidental to delays in the cancellation and return of accounts or where Contractor fails to cancel and return in a timely and accurate manner.

All original documentation shall be returned to the University upon cancellation and return of accounts.

2.2.7 Contractor shall have the capability to provide the reports listed in (APPENDIX D). The reports shall be provided to the University departments in an electronic form acceptable to the University (e.g., Excel format). In addition, the reports shall include all information required by the University, and shall be sent no later than FIFTEEN (15) days following the end of the month.

2.2.8 Contractor shall remit to the University all monies collected on behalf of the University on a monthly basis. Such remittances shall be sent to the University no later than FIFTEEN (15) days following the end of the month. With remittances, the Contractor shall include a separate monthly

invoice (in duplicate), which specifies the total monthly amount collected for each of the University's programs and the amount to be paid to the Contractor. Invoices shall indicate the contract number and shall be submitted to the respective University of Hawaii office that requested the collection service.

For payment purposes, the University shall issue purchase orders to the Contractor. All purchase orders issued for payment shall reference the contract number and shall be subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any purchase order.

Purchase orders shall indicate the following:

- a. Contract Number.
- b. Invoice number.
- c. Total amount to be paid to the Contractor for that particular invoice.

Contractor shall not waive any charges or fees, unless otherwise allowed and authorized by designated University officials.

2.2.9 Contractor shall provide a toll-free number for the University's debtors.

2.2.10 Contractor shall update its records using the University's or University's billing servicer's reports, whichever is designated by the University. Where there is an inconsistency between the Contractor's and the University's records, the University's records shall prevail, in the absence of an explanation which is acceptable to the University.

2.2.11 Services or products requested by the University that are not a part of this contract shall be paid in arrears at rates which are reasonable and which are equal to the rates then charged by Contractor for providing such services to other customers with comparable number of assignments, size of receivables and fee rates.

2.3 MINIMUM QUALIFICATIONS

Contractors must have a minimum of FIVE (5) years experience in collection of receivables.

2.4 FEES

- 2.4.1 The fees or charges specified in the proposal shall include all labor, materials, supplies and equipment necessary for the performance of all terms and conditions of this Contract.

Payment for the Contractor's services shall be solely contingent or conditional upon the success of the Contractor's recovery of payments from the debtor and shall be a percentage, as specified in the contract, of each payment received while under the services of the Contractor.

- 2.4.2 Contractor understands that the University's tax refund intercept program is a continuous program for all delinquent or defaulted accounts, including those that may be assigned to the Contractor. Contractor shall not take a commission or fee of any kind for tax refunds, federal or state, intercepted by the University, or for the cost of book returns resulting from tax refund intercepts. Contractor shall reduce the debtor's outstanding amount when notified of the tax refund interception by the University or its billing servicer.

- 2.4.3 The commission rates, as specified in this contract, shall cover all labor, materials, supplies, and equipment, directly or indirectly related to the collection of the University's delinquent receivables.

Commission rates shall not exceed the following rates:

THIRTY PERCENT (30%) - for accounts assigned for the first time.

FORTY PERCENT (40%) - for accounts that have been previously assigned one or more times.

FORTY PERCENT (40%) - for accounts that enter into litigation, while under the services of the Contractor.

- 2.4.4 The status of "litigation" or "in litigation" warranting the earning of commissions at the rate provided for that status shall be deemed to begin from the date a complaint is duly filed in court by the Contractor's licensed attorney who has been authorized by the University to begin litigation, and duly served on the debtor.

Any payments made prior to the filing of the complaint shall be at the original commission rate.

Once the Contractor has obtained a judgment, or where a judgment is assigned to the Contractor for collection, the Contractor shall accrue interest on the total judgment amount at TEN PERCENT (10%), or as may otherwise be specified by law. Accrual of the legal rate of interest on a judgment shall accrue for the benefit of the University, and Contractor shall be allowed its appropriate commission on such amounts, where successfully collected from the debtor.

Contractor agrees to accept a reduced commission if an account is rehabilitated and the commission is reduced as a result of government regulation.

The amount assigned per account shall be determined by the University and shall include the following: principal, interest, miscellaneous fees and collection costs (if applicable).

- 2.4.5 If the University includes collection costs in the amount assigned for an account, the Contractor's commission shall be the amount of the collection cost assigned.

If the University does not include the collection costs in the amount assigned for an account, the Contractor's earned commission shall be calculated based upon:

PAYMENT RECEIVED X COMMISSION RATE

2.5 REPORTS TO BE PROVIDED BY THE CONTRACTOR

Contractor shall provide the following reports:

2.5.1 Acknowledgement Report

Upon placement of accounts by individual University departments, this report shall be provided to the individual University departments on a monthly basis (provided there is activity) and shall include the following information:

- ▶ UH customer/vendor identification number
- ▶ Customer/vendor name
- ▶ UH document number
- ▶ Balance assigned
- ▶ Placement date
- ▶ Rate being charged

2.5.2 Account Inventory Status Report

This report shall be provided to the individual University departments on a monthly basis and shall include the following information:

- ▶ UH customer/vendor identification number
- ▶ Customer/vendor name
- ▶ UH document number
- ▶ Aging (either number of days from assignment date to date of report or assignment date)
- ▶ Original balance assigned
- ▶ Current balance
- ▶ Last payment date
- ▶ Status

2.5.3 Change of Name/Address Report

This report shall be provided to the individual University departments on a monthly basis (provided there is activity) and shall include the following information:

- ▶ UH customer/vendor identification number
- ▶ Customer/vendor name
- ▶ UH document number
- ▶ Current address
- ▶ Current phone number

2.5.4 Cancel and Return Report

This report shall be provided to the individual University departments on a monthly basis (provided there is activity) and shall include the following information:

- ▶ UH customer/vendor identification number
- ▶ Customer/vendor name
- ▶ UH document number
- ▶ Original balance assigned
- ▶ Current balance
- ▶ Aging (either number of days from assignment date to date of report or assignment date)
- ▶ Reason for cancellation or return
- ▶ Date account closed by collection agency

2.5.5 Invoice Report

This report shall be provided to the individual University departments on a monthly basis and shall include the following information:

- ▶ UH Customer/vendor identification number
- ▶ Customer/vendor name
- ▶ UH document number
- ▶ Date of payment
- ▶ Payment amount
- ▶ Breakdown of payment (amount due to collection agency and amount due to UH)

2.5.6 General Accounting and Loan Collection Centralized Report

This report shall be provided on a monthly basis and shall contain a summary of all accounts placed by the University of Hawaii and shall include the following information:

- ▶ University Department/Client Number
- ▶ University Department Name
- ▶ Previous Month's Number of Accounts for each University Department
- ▶ Previous Month's Balance Amount for each University Department
- ▶ Current Month's Number of Accounts for each University Department
- ▶ Current Month's Assignment Amount
- ▶ The Number of Accounts Collected, and the Total Collected for the Current Month for each University Department
- ▶ Total Number Cancelled and Total Amount Cancelled for each University Department
- ▶ Total Balance (Number and Amount) per University Department

This report shall be delivered to:

General Accounting and Loan Collections
University of Hawai'i
Attention: Paul Kikuchi, Director
1404 Lower Campus Road
Honolulu, Hawai'i 96822

The University reserves the right to be able to change the information to be provided for any of the aforementioned reports. All reports shall be provided no later than FIFTEEN (15) days following the end of the month.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Project Narrative

Offeror's Debt Recovery Accounting and Reporting System

Offeror's Reports and Invoices

Offeror's Participation in Professional Organizations

Offeror's Experience

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 PROJECT NARRATIVE (Appendix B)

- A. Description of the company, including number of employees, number of years collecting college or university receivables, a list of key company principals, and the types of services provided.
- B. Detailed description of how offeror's company will be able to provide quality collection services for the University of Hawaii's delinquent receivables.
- C. Provide proposed fee schedule/commission rates in accordance with Scope of Work 2.4, FEES.

3.4 OFFEROR'S DEBT RECOVERY ACCOUNTING AND REPORTING SYSTEM (Appendix C)

Description of your debt recovery accounting and reporting system and the capability of your integrated computerized system.

3.5 OFFEROR'S REPORTS AND INVOICES (Appendix D)

Description of your ability to generate monthly reports and invoices in accordance with established schedules.

3.6 OFFEROR'S PARTICIPATION IN PROFESSIONAL ORGANIZATIONS (Appendix E)

List of active membership in professional organizations.

3.7 OFFERORS EXPERIENCE/REFERENCES (WITHIN LAST FIVE [5] YEARS) (Appendix F)

Offeror shall complete and submit Appendix F, Offeror's Experience/References.

3.8 OFFEROR CERTIFICATION OF PERMITS AND/OR LICENSES (Appendix G)

Offeror's shall certify that they possess the necessary permits and licenses to perform collection services in all fifty states, if applicable. In addition, offeror's shall certify that if awarded a contract, offeror will provide the University with proof (i.e., photocopies) of all permits and/or licenses to provide the collection services under all fifty states, if applicable.

3.9 SAMPLES OF WORK

Upon request by the University, offerors shall provide samples of the work performed for other colleges and universities. Samples will not be returned.

3.10 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the offeror in submitting the appropriate documents with their proposals:

- 1) _____ Business Classification Certification Statement
- 2) _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)

- 3) _____ Appendix B, Project Narrative
- 4) _____ Appendix C, Offeror's Debt Recovery Accounting and Reporting System
- 5) _____ Appendix D, Offeror's Reports and Invoices
- 6) _____ Appendix E, Offeror's Participation in Professional Organizations
- 7) _____ Appendix F, Offeror's Experience/References (Within the Last Five [5] Years)
- 8) _____ Appendix G, Offeror's Certification of Permits and/or Licenses
- 9) _____ State of Hawaii Department of Taxation and Internal Revenue Service certified Tax Clearance Certificate or OPRPM Form 128, CERTIFICATION FOR TAX CLEARANCE.
- 10) _____ Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (May 1989), OPRPM Form 94
- 11) _____ Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, OPRPM Form 133

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contracts will be awarded to responsive, responsible offerors whose proposals are determined in writing to be advantageous to the University taking into consideration the evaluation factors set out forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

1. Prices are competitive with industry standards.
 - A. For first placement accounts:
 - 1) Commission rate is 25% or less (14 points)
 - 2) Commission rate is greater than 25% but does not exceed 30% (10 points)
 - B. For second placement accounts:
 - 1) Commission rate is 35% or less (14 points)
 - 2) Commission rate is greater than 35% but does not exceed 40% (10 points)
 - C. For litigation accounts:
 - 1) Commission rate is 35% or less (12 points)
 - 2) Commission rate is greater than 35% but does not exceed 40% (8 points)

Maximum points for Section 1: 40 points

2. Description of your company, including the number of employees, number of years collecting college or University student loan receivables and list of key company principals, and the types of services provided. Description in detail of how your company will be able to provide quality collection services for the University of Hawaii's delinquent receivables. Provide sample collection letters. (Based on Project Narrative, Appendix B.)
 - A. Offeror's methodology for collecting the debt including but not limited to:
 - 1) Telephone contacts:
 - a. Equipment
 - b. Methodology
 - 2) Written contacts

(22 points maximum)

B. Offeror's methods for skiptracing the debtor, including but not limited to:

- 1) City directories
- 2) Credit bureaus
- 3) Debtor references
- 4) Department of Motor Vehicles
- 5) Military locator

(10 points maximum), as follows:

Offeror has 1-5 methods for skiptracing the debtor (2 points maximum)

Offeror has 6-10 methods for skiptracing the debtor (3 points maximum)

Offeror has 10+ methods for skiptracing the debtor (5 points maximum)

Maximum points for Section 2: 32 points

3. Describe your debt recovery accounting and reporting system and the capability of your integrated computer system.
 - A. Store data for reports to be generated. (3 points maximum)
 - B. Record all account transactions. (3 points maximum)
 - C. Record all collection and skiptrace activity performed on the account. (3 points maximum)
 - D. Record adjusting entries with reference to the original transaction date. (3 points maximum)
 - E. Update daily interest and collection costs. (3 points maximum)

Maximum points for Section 3: 15 points

4. Ability to generate the monthly reports and invoices in accordance with established schedules.
 - A. Acknowledgement Report - Monthly report for each campus/program in alpha order which contains all accounts assigned to the Contractor through the last day of the month for which the report is generated. [Refer to Section 2.5.1] (1 point maximum)
 - B. Account Inventory Status Report - Monthly report for each campus/program in alpha order which contains the status of all accounts assigned to the Contractor. [Refer to Section 2.5.2] (1 point maximum)
 - C. Change of Name/Address - Monthly report for each campus/program which contains the name and address changes for the debtor. [Refer to Section 2.5.3]

(1 point maximum)

- D. Cancel and Return Report - Monthly report for each campus/program in alpha order which contains the accounts which were canceled and returned to the University and an individual report per debtor containing the account history. [Refer to Section 2.5.4] (1 point maximum)
- E. Invoice Report - Monthly report which contains the amount the debtor paid and the commission due to Contractor. [Refer to Section 2.5.5] (1 point maximum)
- F. General Accounting and Loan Collection – Monthly report which contains a summary of all accounts placed by the University of Hawaii and shall include the following information. [Refer to Section 2.5.6.] (1 point maximum)

Maximum points for Section 4: 6 points

5. References 5 points maximum

Offeror has positive referrals. (5 points maximum)

Maximum points for Section 5: 5 points

6. Please list your active memberships in professional organizations.
- A. Membership in a professional organization involved with college or university issues. (1 point maximum)
 - B. Membership in a professional organization involved with collection agency issues. (1 point maximum)

Maximum points for Section 5: 2 points

TOTAL POSSIBLE: 100 points

Offerors must receive SEVENTY (70) or more points in order to be considered for the pool of Contractors.

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of Collection Services for the University of Hawaii shall be in accordance with the terms and conditions of RFP 05-007, Federal Provisions and the General Provisions dated March, 2003, included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or at <http://www2.state.hi.us/bidfiles/uhgpgs.pdf>

Contractor shall furnish all labor, material, supplies and equipment necessary to expeditiously and efficiently provide the services and products specified in the Contract. All such services and products shall be furnished to the University in accordance with the terms and conditions of the Contract or any amendments made thereto.

Contractor shall not release to any party, derogatory information pertaining to any University account without written authorization from the University.

Upon request of the University, Contractor shall make available for inspection, at the University site, complete copies of its past and current financial statements and audits. Contractor shall be responsible for any costs or fees which may be required for copies of such documents.

Contractor shall obtain the required permits and licenses to provide the services specified in the Contract. All services performed by Contractor shall be in full compliance with applicable federal, state and local laws, ordinances and regulations.

Upon termination or expiration of the Contract, Contractor shall to the best of its ability, accommodate all reasonable requests from the University for assistance, information and services, to insure timely, accurate and orderly servicing of all University accounts.

5.2 BASIS FOR AWARD

Award of contracts shall be made to the THREE (3) responsive and responsible offeror(s) receiving the highest number of points (70 points or above), as set forth in SECTION 4, CRITERIA TO EVALUATE PROPOSALS.

5.3 CONTRACTOR POOL

The University intends to identify THREE (3) collection agencies as an approved contractor pool for the term of this contract. If there are less than THREE (3) offerors that meet the minimum requirements, the University reserves the right to decrease the number of collection agencies in the contractor pool.

Although the University will attempt to be fair and equitable in assigning accounts to members of the contractor pool, the University cannot insure that the members of the contractor pool will receive an equal amount of accounts. Each Contractor's specialty or its success in fulfilling the contract will subsequently determine the total amount of accounts assigned to that Contractor. Inclusion in the contractor pool shall not guarantee that the Contractor will be assigned accounts during the contract period.

5.4 REFERENCES

The University reserves the right to contact the references named in the APPENDIX F and to reject a proposal submitted by any offeror whose performance on other projects has been unsatisfactory.

5.5 TERM OF CONTRACT

The Contractors shall enter into a contract with the University for an initial period of THREE (3) years commencing on the date designated in the Notice to Proceed, and the fees and commission rates shall remain firm for the initial term of the contract. Thereafter, the contract shall be renewable from year to year, for TWO (2) additional years (total of FIVE [5] years), without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days' prior to the annual renewal date. The fees and commission rates for each renewal period shall remain the same or lower than the initial proposal rates. Further, the University may terminate the contract at any time upon THIRTY (30) days' prior written notice.

5.6 TERMINATION OF CONTRACT

Upon termination or expiration of the contract, Contractor shall perform the cancellation and return of all accounts, as provided in this Contract, and any other activities required by the contract.

For the purposes of efficiency and continuity in collection, the University may request Contractor to continue services on accounts in its care that are in regular repayment status for SIXTY (60) consecutive calendar days after the date of termination. Collections received during the SIXTY (60)-day period shall be subject to the fee schedule/commission rates set forth in Appendix B, Project Narrative. At the end of the SIXTY (60)-day period, Contractor shall return all accounts to the University. Legal

accounts may be retained beyond the SIXTY (60)-day period for a reasonable time as determined by the University. Collections received during such reasonable time shall be subject to the fee schedule/commission rates in Appendix B, Project Narrative. At the end of such reasonable time, Contractor shall return such accounts to the University.

Contractor shall provide the University with all routine month-end materials and reports pertaining to the activities performed and processed during the final month of the contract, and any cancellation and return documentation as specified in the contract.

Contractor shall provide all reports, documentation and services specified in this Contract on a timely basis to facilitate continuous service of the accounts.

Any payments received by Contractor but not posted to the accounts by the end of the final month of the contract shall be forwarded to the address designated by the University within FOUR (4) calendar days of receipt by Contractor. This service shall continue as long as payments on the University's accounts are received by Contractor.

On or after the first anniversary of the date the Contract commences, the University may at any time cancel or terminate the Contract for the convenience of the University, by giving at least THIRTY (30) days' written notice stating the date on which the Contract shall terminate. The University shall pay the Contractor for satisfactory performance until the effective date of such termination.

In the event that the University determines that the Contractor has materially breached the Contract, the University shall notify the Contractor in writing of the nature of the breach and shall give the Contractor SIXTY (60) consecutive calendar days during which the Contractor must effect a satisfactory cure. If after SIXTY (60) consecutive calendar days the University determines that the breach has not been cured to the original level of satisfactory performance, the University may, by written notice, terminate the Contract. In such event, the University may purchase or secure alternate services. The Contractor shall be liable for and shall reimburse the University for all costs reasonably incurred by the University, but only to the extent such costs exceed costs the University would have incurred if it had received services from the Contractor and only for so long as the Contractor agreed to perform under the Contract.

5.7 CONFIDENTIAL INFORMATION

Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. The data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

5.8 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

5.9 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.10 ADDITION OF UNIVERSITY DEPARTMENTS/COLLEGES

The University reserves the right to add additional University departments/colleges to the contract during the term of the contract provided that there is no increase in the contract fee schedule/commission rate.

5.11 TAX CLEARANCE FOR CONTRACTS

Bidders shall submit with their bid packages, original or certified tax clearances from the State of Hawai'i Department of Taxation and the Internal Revenue Service, in accordance with General Provision 2.23, Tax Clearance for Contracts.

5.12 TAX CLEARANCE FOR FINAL PAYMENT

Before final payment for the settlement of the contract can be made, Contractor shall submit an original or certified tax clearance from the State of Hawai'i Department of Taxation and the Internal Revenue Service, in accordance with General Provision 7.2, Tax Clearance for Final Payment.

5.13 FEDERAL PROVISIONS

Since federal funds will be expended under this contract, the Contractor shall comply with the applicable provisions of the attached FEDERAL PROVISIONS. If the total bid amount is equal to or in excess of \$25,000, the bidder must complete the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (OPRPM FORM 94).

ATTACHMENT 1

(See Official Document)

**PROPOSAL LETTER
UNIVERSITY OF HAWAI'I**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide Collection Services for the University of Hawai'i, RFP No. 05-007.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawai'i's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawai'i General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation* ☐ Joint Venture

State of Incorporation: ☐ Hawai'i ☐ Other:

Is Corporate Seal Available In Hawai'i: ☐ Yes** ☐ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B PROJECT NARRATIVE

- A. Description of the company, including number of employees, number of years collecting college or university receivables, a list of key company principals, and the types of services provided.

- B. Detailed description of how offeror's company will be able to provide quality collection services for the University of Hawaii's delinquent receivables.

- C. Provide proposed fee schedule/commission rates in accordance with Scope of Work 2.4, FEES.

APPENDIX C
OFFEROR'S DEBT RECOVERY ACCOUNTING AND REPORTING SYSTEM

Description of your debt recovery accounting and reporting system and the capability of your integrated computerized system.

APPENDIX D OFFEROR'S REPORTS AND INVOICES

Description of your ability to generate monthly reports and invoices in accordance with established schedules.

APPENDIX E
OFFEROR'S PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

List of active membership in professional organizations.

APPENDIX F

OFFERORS EXPERIENCE/REFERENCES (WITHIN LAST FIVE [5] YEARS)

Provide a minimum of THREE (3) firms.

Name & Address <u>of Firm</u>	Contact <u>Person</u>	Telephone <u>Number</u>	Date <u>of Services</u>	Description <u>of Services</u>
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NOTE: Offerors may use this form or a separate sheet in another format, provided all information requested is supplied.

APPENDIX G

CERTIFICATION OF PERMITS AND/OR LICENSES

RE: RFP No. 05-007 to Provide Collection Services for the University of Hawaii, Honolulu, Hawaii

I certify that _____ has the required permits and/or
(company name)
licenses to perform the collection services in all fifty states, if applicable.

If awarded a contract, and upon request by the University, I will immediately send proof of all permits and/or licenses to the University of Hawaii.

Signature (Original): _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

FEDERAL PROVISIONS

(See Official Document)

OPRPM FORM 94
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT
AND OTHER RESPONSIBILITY MATTERS

(See Official Document)

OPRPM FORM 133
CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS

(See Official Document)